

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE OF PAGES 1   11
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 14-Sep-2000	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)		
6. ISSUED BY MILITARY SEALIFT COMMAND, N1021/ PM1 914 CHARLES MORRIS COURT, SE  WASHINGTON NAVY YARD, DC 20398	CODE N00033	7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. N00033-00-R-1028	
				<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 14-Aug-2000	
				10A. MOD. OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE				FACILITY CODE	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Schedule change in Section F; two words change in Section H; bullets are renumbered in Section M; and Reply to Offerors' questions. See attached					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ACHILLE BROENNIMANN / CONTRACTS		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY (Signature of Contracting Officer)		16C. DATE SIGNED  18-Sep-2000	

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**CHANGES:**

1. In Section F, contract performance will begin 01 October 2001 for Squadron One in the Mediterranean. Squadron Two in Diego Garcia will commence three months later; Squadron Three in Guam/Saipan, three months after Squadron Two; and Squadron Four in Diego Garcia will commence three months after Squadron Three. See change pages below.
2. In Section H2.1, first sentence replace "contract" with contact before "its insurance broker..." See change pages below.
3. In Section H3.1, second sentence, replace the word "ship" in the parenthesis with the word "squadron". See change pages below.
4. In Section M, the bulleted line items are renumbered. See change pages below.

**ANNOUNCEMENTS:**

There will be a pre-proposal conference at 10:00 AM on 03 October 2000 at MSC headquarters. Contractors who would like to attend must contact Mr. Jim Carney to provide the number of people planning to attend and to obtain directions. Mr. Carney can be reached at 202-685-5961 or at jim.carney@msc.navy.mil.

Questions previously submitted but not answered below, and any additional questions submitted prior to COB 20 September 2000, will be addressed at the pre-proposal conference.

**REPLIES TO QUESTIONS:**

1. **Section C1.1: "Services shall be available 24 per day..." When the ships are at anchor will communications spaces be manned 24 hours a day 7 days a week? If the comm. spaces are not manned 24 hours a day approximately how many hours a day are they manned?**  
  
**Reply:** Per C1.1 service shall be 24 hours per day, 7 days per week, 365 days per year in port or at anchor as directed.
2. **Section C1.1: Second sentence states "unless otherwise directed by the COR or Master. In section C 2.1 it indicates the services provided under this contract shall be for the flagship and that when the flag transfers to another location this contract will also move. Does this contract provide the communications for the ship or the squadron or both? Does the Detachment Manager report to the Master or the Commodore? Is the communications contract part of the ships COI?**

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**Reply:** The procured services are for the Squadron communications only. The Detachment Manager will report to the Commodore who is the COR. The Detachment Manager will also be subject to the ship's Master, as the final authority on the vessel.

3. **Section C4.1.3.2: Is the LAN utilized for the distribution of incoming and outgoing message traffic both classified and unclassified? If the LAN is not utilized, how is message traffic distributed?**

**Reply:** The LAN is not used for classified information. Unclassified messages are distributed via LAN. Classified messages are held in the Communications Center for pick up.

4. **Do originators of message traffic write the draft message and then have the contractors radio personnel double check it for format before transmitting?**

**Reply:** Per section C.4.1.3 the contractor may be tasked to draft message traffic and check format of messages drafted by other personnel.

5. **When will Defense Messaging System (DMS) be implemented on the MPSRON and APSRON? Will the contractor receive DMS training and equipment/supply support from the government?**

**Reply:** Currently the ships do not use DMS. No implementation date had been established and the contractor is not required to be familiar with the system.

6. **Request an MSC ship with a Navy communication detachment with similar communications equipment on board currently in a CONUS port be made available for a visit.**

**Reply:** No ships with detachment are available in CONUS at this time. Offerors may visit vessels in the following locations:

<u>Ship</u>	<u>Location</u>
SS Pfc Eugene A. Obregon	Mediterranean
2nd Lt John P. Bobo	Mediterranean
M/V Cpl Louis J. Hauge Jr.	Diego Garcia
M/V Pvt Franklin J. Phillips	Diego Garcia
M/V 1st Lt Jack Lummus	Guam/Saipan
M/V Sgt William R. Button	Guam/Saipan
USNS Red Cloud	Diego Garcia

For more information or to schedule ship visits, please contact Mr. Jim Carney at 202-685-5961 or email at Jim.Carney@msc.navy.mil.

7. **Section C 4.1.5 Can you provide a schedule and location of each ship's overhaul?**

**Reply:** A schedule of ship's overhaul will be made available at the Pre-proposal conference. It is not possible to provide the locations since overhauls are subject to competitive procurement during the period of the contract.

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**8. Who performs maintenance, modifications and updates to classified equipment including CRYPTO equipment?**

**Reply:** Maintenance and repair of this equipment will not be the Contractors responsibility.

**9. Section C 5.2.3 Who is responsible for the cost of repair of systems failure beyond the contractor's repair capability?**

**Reply:** MSC will be responsible for the cost of repairs beyond the capability of the operators provided the failure is not the fault of the contractor.

**10. Section 4.1.5/C 16.4: The Contractor Technical Representative provides summary report at the end of each CONUS overhaul availability and overseas major repair. Does the government contract with an outside contractor and/or have Navy technicians do all repairs, upgrades, modifications and installation of new equipment during overhaul availability or major repair periods?**

**Reply:** Yes, both methods may be employed, depending upon the specific need.

**11. Section C 10.1.3 Since the LAN is unclassified, is the LAN IT Manager required to have a TOP SECRET clearance?**

**Reply:** Yes, Due to the presence of classified material in the communication suite area, the LAN IT Manager is required to have a Top Secret Clearance.

**12. Section C 10.1.3 Since the LAN is unclassified and only has 10 - 14 workstations, could a technician with hands on experience be substituted for someone with a MCSE + Internet? Would the US Navy's Microsoft Networking Essentials Course be a suitable substitute?**

**Reply:** The technicians with hands on experience on the LAN without an MCSE + Internet are not acceptable but the US Navy's Microsoft Networking Essentials course is a suitable substitute.

**13. Pursuant to the subject solicitation, on page 21 of 61 of the MSC RFP, Paragraph C15.4 refers to having a current Certification/Licenses for the duties they are assigned. What Licenses are required for Electronic Technicians to perform the work aboard ship?**

**Reply:** It is the contractor's responsibility to ensure their personnel meet all present or future FCC or equivalent license requirements to provide the services required in the RFP. Offers will be evaluated on the quality of personnel offered, their ratings, schedule of employment and the management's plan to anticipate changes. The government will not specify license requirements.

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14. Section C11.5 It requires deployed personnel to receive training in CBRD, fire-fighting and boat drills. Will all of this training be provided on board the ship? If not what Navy schools are available and the frequency of classes.

Reply: Section C11.5 addresses on-site training and drills provided onboard the vessels. There is no other requirement for course training in these areas.

15. Section C-6.1: Please confirm that the government will provide victualling for 10-contractor shipboard and two transient personnel at no cost to the contractor.

Reply: As per Section C6.1, the government will provide victualling for 10 contractor shipboard personnel and 2 transient personnel at no cost to the contractor.

16. Section 6.4 indicates the government will allow for use of Communications systems for official e-mail between detachment and Contractor's shore personnel. Does this mean at no cost to the contractor?

Reply: The communications system is provided for the Contractor's official email traffic at no cost, subject to COMSCINST 2000.2 and COMSC WASHINGTON DC RMG 091506Z JUL 99.

17. Section H3 "AWARD FEE" Indicates the minimum is \$50,000 per year, per ship. Is this amount correct?

Reply: The Award Fee is a minimum of \$50,000 per year per squadron. Offerors who wish to propose more than \$50,000 may provide this in their offer. See change pages below.

18. Section H2.1: First sentence says, "contract its insurance broker..." assume this should say contact – true?

Reply: Yes, see change pages below.

19. Attachments for Occupation Title and Wage Determination indicates that each of the three attachments are a 1 of 10 page document, but only 1 through 9 was available on the web?

Reply: The last page was blank.

F 1 PERIOD OF PERFORMANCE

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- F 1.1 The period of performance of this contract shall be one-year base period commencing on 1 October 2001 and ending 30 September 2002. There are four one-year option periods that may be exercised after the base period. If a vessel upon which services are being performed has a voyage in progress on the date of contract expiration the applicable rate for that vessel for the period beyond the expiration date shall be the rate that is in effect on the last day of the contract. Section B rates for a given vessel shall commence upon the embarking and acceptance of all personnel aboard that ship.

**F 2 PLACE AND DATE OF COMMENCEMENT**

- F 2.1 The Government shall provide the vessels for boarding by contractor personnel at the places indicated below. No variation of vessel availability dates or location points shall affect the Contractor's duty to accept responsibility for operation under this Contract, nor shall any such variation be a basis for any adjustment to the contract price. The Government shall confirm actual port and scheduled date of delivery of the ship(s) by giving written notice to the Contractor not less than fifteen (15) days in advance of such anticipated turnover.

- F 2.2 Estimated dates and projected places for commencement:

<i>SHIP</i>	<i>ESTIMATED DATES OF COMMENCEMENT</i>	<i>PROJECTED PLACE OF COMMENCEMENT</i>
MPSRON ONE	01 October 2001	ROTA OR PALMA, SPAIN
MPSRON TWO	01 January 2002	DIEGO GARCIA
MPSRON THREE	01 March 2002	GUAM/SAIPAN
APSRON FOUR	01 May 2002	DIEGO GARCIA

**F 3 DELIVERY OF DATA**

- F 3.1 Contract Data Requirements List items (CDRLs) shall be submitted in accordance with the DD Form 1423 (Associated with Attachment J-1). All data delivered shall be marked with the contract number and applicable (CDRL) Number.

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**H1. UNUSUAL EMERGENCY, NATURAL DISASTER, CONTINGENCY, MOBILIZATION AND/OR WAR**

- H1.1 The Contractor, his employees and/or agents agree to obey the lawful orders emanating from the Secretary of the Navy, Secretary of Defense and/or President of the United States in all cases relating to unusual emergency, natural disaster, contingency, mobilization and/or war
- H1.2 The Government will reimburse the Contractor for its actual out-of-pocket expenses including all taxes with respect thereto for which the Contractor is responsible by reason of compliance with the legal orders of duly authorized agents of the Government for (i) any war risk bonuses, extra wages based on the areas to be traversed during, or the ports of call of, any voyage hereunder: (ii) any required payments to the officers or crew of the ship necessarily incurred by reason of orders or direction of the Government which require the Contractor to breach existing Articles of the crew or contracts with the officers; provided such Articles and contracts comply with the instructions of the Government. However, any war risk bonuses and/or extra wages based on the areas to be traversed or the ports of call of any voyage hereunder shall be paid in an amount not to exceed what would be payable under applicable laws and regulations to civil service mariners, in the employ of the Military Sealift Command, for service on the ship of the same voyage.

**H2. GOVERNMENT WAR RISK INSURANCE/INDEMNITY**

- H2.1 General – Upon notice from the Contracting Officer with respect to any area excluded by the War Risk Trading Warranties under the Contractor's commercial war risk coverage, the Contractor shall, as soon as practicable, contact its insurance brokers or underwriters and arrange for the cancellation of its war risk insurance required upon entry of the ship(s) into, or extension of stay of the ship(s) in such area(s), as the case may be, subject to reinstatement upon exiting such area(s), and accept the Government indemnity or war risk insurance, whichever is applicable, in lieu of such commercial insurance. The Contractor shall ensure that the Government indemnity or war risk insurance shall attach coincident with the cancellation of its commercial war risk coverage and shall cancel coincident with the reinstatement of such commercial insurance. The Contractor shall retain the same risks, such as deductibles, if any, as it has under its commercial insurance.
- H2.2 Government War Risk Insurance – Under the authority of 46 App. U.S.C. § 1285, the United States Maritime Administration (MARAD) shall furnish the following war risk insurance coverage, which will be effective during each ship's transit under this Contract in areas which are excluded under the Contractor's commercial marine war risk trading warranties and which are designated by notice from the Contracting Officer to the Contractor.
- H2.3 War Risk Protection and Indemnity insurance covering all liabilities up to an amount of \$100,000,000; provided that, with respect to pollution liability, all liabilities up to club or policy limits shall be covered; and
- H2.4 War Risk Second Seaman's coverage, the principal sum of which shall be \$150,000 per master, officer, or crewmember (this includes loss of life benefit). Non-hospitalization disability payments therein to be payable in the amount of \$1,500 per month. Hospitalization disability payments therein to be payable in the amount of \$1,000 per month. Dismemberment benefits to be payable in accordance with the schedule identified in the policy as a percentage of the principal sum of \$150,000. For loss or damage to personal

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effects, an amount not exceeding \$1,500 shall be payable to licensed officers, and an amount not to exceed \$1,000 shall be payable to unlicensed crew and U.S. Merchant Marine cadet and cadet officers.

- H2.5 (c) Government Indemnity – Under the authority of Public Law 85-804 (72 Stat. 972, August 28, 1958) and Executive Order 10789, as amended by Executive Order 11610, the Secretary of Defense or the Secretary of the Navy may authorize the Contracting Officer to indemnify the Contractor against loss from risks that would be covered by MARAD war risk coverage as set forth in subparagraph (b) above.

**H3. AWARD FEE**

- H3.1 An award fee may be awarded based on the Contractor's superior performance on various aspects of contract performance. This award fee will be (\$ \_\_\_\_\_) (Nominated by the contractor at the time of its offer subject to a minimum of \$50,000 per year, per squadron) will be set at award of contract. The award fee will be determined by evaluating (all of equal merit) (1) Mission Operations and Readiness, (2) Management of Preventive Maintenance System and Operator Capable Repairs, and (3) Management of Reimbursable costs. This award fee will be awarded solely at the discretion of the Contracting Officer at the end of each year of contract performance as described below. The Determination of the award fee granted will be based, in part, on the Contractor's performance as well as audits of the Contractor's accounting of reimbursable expenditures. The purpose of providing an award fee is to encourage and reward superior quality performance and effective management of reimbursable costs.

- H3.2 The operation of this clause shall be in accordance with an Award Fee Plan to be mutually agreed upon after contract award. Although this Plan will provide for "reclama" procedures, determinations by the Contracting Officer with respect to the amount of the award fee to be paid to the Contractor are final and shall not be subject to the "DISPUTES" clause of this Contract.

- H3.3 The Contractor's overall performance hereunder shall be evaluated periodically, as established in the Award Fee Plan noted in H3.2 above, but no longer than annually, by a Performance Evaluation Board. The Contractor may be requested to present its self-evaluation report to the Board at scheduled annual meetings. The Board, after evaluation of contractor performance, will report findings and recommendations to the FDO. This official will determine whether, and to what extent, the Contractor's performance for the preceding evaluation period warrants payment of the award fee available.

- H3.4 Evaluation by the Performance Evaluation Board shall be consistent with the requirements of the contract. The evaluation criteria and any additional pertinent information contained in the evaluation criteria shall be furnished to the Contractor by the Contracting Officer. The Contractor shall be notified of evaluation criteria changes, if any, prior to commencement of the annual evaluation period to which the criteria apply.

- H3.5 The Performance Evaluation Board's report of findings and the FDO's decision will be in writing and shall be furnished to the Contractor by the Contracting Officer. The report of findings shall set forth the Board's reasons for concluding to what degree that the award fee was earned, and whatever substantiating evidence the Board may consider appropriate. This will enable the Contractor to know those areas of its operation which are exemplary or which require improvement.

- H3.6 After the award fee determination has been made, the Contracting Officer will issue a modification to the contract authorizing the payment of the award fee.



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**M 1: Basis for Award****M1.1 General**

M1.1.1 The intent of the proposal evaluation and selection for award is to determine the responsible offeror that meets the minimum requirements of the solicitation and provides the Government with the most advantageous trade-off between price and increased mission capability, including decreased risk of non-performance.

**M1.2 Value**

M1.2.1 In selecting the best overall offer, the Government will consider the quality offered for the evaluated price and the offeror's past performance. The relative quality of offers will be based upon the Government's evaluation of the offeror's ability to exceed the minimum performance requirements of this solicitation, and of the risk of nonperformance, defective performance or late performance under the resulting contract. The quality of offers will be compared to the differences in the overall price to the Government.

**M 2: Evaluating Factors****M2.1 General.**

M2.1.1 In selecting the best overall offer, the following factors will be considered for substantial merit and performance risk: (1) technical, (2) past performance and (3) price to the Government.

M2.1.2 Technical is slightly more important than Price and Past Performance.

M2.1.3 Price will not be a numerically weighted factor in the evaluation of proposals and the importance of price does not bear a linear relationship to the importance of the technical proposal and past performance. As the other factors approach equality among offers, the importance of price will increase.

**M2.2 Detail Evaluation Factors:**

M2.2.1 Technical Factors: The following are the evaluation factors for this source selection (Technical Subfactors are of equal importance):

- M2.2.2.1 Corporate Capability
- M2.2.2.1 Technical Approach
- M2.2.2.1 Purchasing/Property Control

M2.2.2 Past Performance

M2.2.3 Price

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M2.2.2.1 The price evaluation will consider the rates offered by each offeror in Section B including the proposed Award Fee(s).

M2.2.2.1 Offers must be realistic in total price. Offers that are unrealistic in terms of price will be considered indicative of a lack of understanding of the complexity and risk in the contract requirements. Unrealistic offers will not be considered for award. The ability of the offeror to perform all aspects of the anticipated contract from inception to completion will be considered as part of the overall evaluation.

M 3: Single Or Multiple Award(s)
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M3.1 The Government, at its option, intends to make single or multiple awards under this solicitation, as one (4) squadron award or four (1) squadron awards or any combination thereof.